

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
GALVESTON DIVISION

THE STATE OF TEXAS,
Plaintiff,

v.

JOSEPH R. BIDEN, in his official
capacity as President of the United
States, et al.,
Defendants.

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CIVIL ACTION NO. 3:21-CV-309

AMENDED PROPOSED ORDER ON THE STATE OF TEXAS'S MOTION FOR
TEMPORARY RESTRAINING ORDER AND PRELIMINARY INJUNCTION

On this day, the Court considered the State of Texas's Motion for Temporary Restraining Order and Preliminary Injunction. After having considered the motion and any response, the Court is of the opinion that the Motion for Temporary Restraining Order should be in all respects **GRANTED**.

IT IS HEREBY ORDERED that:

1. Defendants' Contractor Mandate, including President Biden's Executive Order 14042,¹ the OMB Rule,² the Task Force Directive,³ the FAR Council Directive and accompanying Deviation Clause,⁴ is void and unenforceable to the extent that Defendants require any individual to receive a COVID-19 vaccination in connection with a federal contract.

¹ 86 Fed. Reg. 50,985–88 (Dkt. #1-2 at 2–5).

² 86 Fed. Reg. 63,418-25 (Dkt. #11-1) (rescinding and superseding 86 Fed. Reg. 53,691–92 (Dkt. #1-2 at 22–23)).

³ Safer Federal Workforce Task Force, *COVID-19 Workplace Safety: Guidance for Federal Contractors and Subcontractors* (Dkt. #1-2 at 7–20).

⁴ Memorandum from FAR Council to Chief Acquisition Officers et al. re: Issuance to Agency Deviations to Implement Executive Order 14042 (Sept. 30, 2021) (Dkt. #1-2 at 25–29).

2. Defendants and their employees, agents, servants, designees, successors in office, and all those acting in concert with them, shall not impose any COVID-19 vaccination requirement on any federal contractor or subcontractor or enforce any COVID-19 vaccination requirement on any federal contractor or subcontractor.
3. Defendants and their employees, agents, servants, designees, successors in office, and all those acting in concert with them, shall not include any clauses related to COVID-19 or vaccinations in any contract entered into with any federal contractor or subcontractor, nor shall Defendants enforce any such clauses in any contracts already entered into.

Signed on _____, 2021.

HONORABLE JEFFREY V. BROWN